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35690	7590	11/25/2009	EXAMINER			
MEYERTONS, HOOD, KIVLIN, KOWERT & GOETZEL, P.C. P.O. BOX 398 AUSTIN, TX 78767-0398			SOREY, ROBERT A			
ART UNIT		PAPER NUMBER				
3626						
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11/25/2009		ELECTRONIC				

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Office Action Summary	Application No.	Applicant(s)	
	10/790,626	LORENZ, SCOTT KEITH	
	Examiner	Art Unit	
	ROBERT SOREY	3626	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) Responsive to communication(s) filed on 09/24/2009.
 2a) This action is FINAL. 2b) This action is non-final.
 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) Claim(s) 1,4-11,13-24,27-34,36-47,50-57 and 59-72 is/are pending in the application.
 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
 5) Claim(s) _____ is/are allowed.
 6) Claim(s) 1,4-11,13-24,27-34,36-47,50-57 and 59-72 is/are rejected.
 7) Claim(s) _____ is/are objected to.
 8) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) The specification is objected to by the Examiner.
 10) The drawing(s) filed on _____ is/are: a) accepted or b) objected to by the Examiner.
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
 a) All b) Some * c) None of:
 1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ . |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date <u>10/28/09, 10/28/09, 10/28/09</u> . | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| | 6) <input type="checkbox"/> Other: _____ . |

DETAILED ACTION

Continued Examination Under 37 CFR 1.114

1. A request for continued examination under 37 CFR 1.114, including the fee set forth in 37 CFR 1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR 1.114. Applicant's submission filed on 09/24/2009 has been entered.

Status of Claims

2. In the amendment filed 09/24/2009, the following occurred: claims 1, 4-9, 13-15, 17-19 ,22-24, 27-32, 36-42, 45-47, 50-55, 59-61, 63-65, and 68-72 were amended; and claims 2, 3, 25, 26, 48, and 49 were cancelled. Claims 1, 4-11, 13-24, 27-34, 36-47, 50-57, and 59-72 are presented for examination.

Claim Rejections - 35 USC § 112

3. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

4. **Claims 1, 10, 14, 15, 24, 33, 37, 38, 47, 56, 60, 61, and 70-72** are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

5. As per claim 1, Applicant teaches “performing the bodily injury trauma severity calculation comprises determining a bodily injury trauma severity points value relative to

a severity of a bodily injury, wherein the bodily injury trauma severity points value relative to the severity of the bodily injury is determined based on rules preset by a user". Firstly, it is unclear as to what is meant by stating that the severity points value is relative to the severity of bodily injury. How is the severity of bodily injury measured, and what is the relative relationship between the severity of bodily injury and the severity points value? What standards or calculations are used to determine this relative relationship and how is it determined? Secondly, Applicant states that the bodily injury trauma severity calculation is based on rules preset by a user, but it is unclear as to what the rules are? Are the rules related via the message or is there a user at the computer performing the calculation presetting the rules before a message comes in received? Do the rules change depending on different factors? Claims 24 and 47 are rejected for similar reasons.

6. As per claim 10, Applicant teaches an XML document defining "at least one of available actions", but there is a lack of antecedent basis for "actions" in the claim tree. It is noted that the actions performed by the independent claim from which claim 10 depends (specifically, claim 1), were cancelled and amended to be "a bodily injury trauma severity calculation". Claims 33, 56, 70, 71, and 72 are rejected for similar reasons.

7. As per claim 14, Applicant teaches comparing XML messages "wherein the at least one other received XML message is not in the predefined XML format, and discarding the at least one other received XML message". Under this scenario, a message is received, determined to not be in the correct format, and discarded. Under

this scenario claimed by Applicant, the substantial calculation steps of Applicant's method are not performed. However, claim 1 still states that a calculation is performed that was requested in the received message. How can this be when the message was discarded and determined to not even be in the correct format? How does the invention carry out the requested action calculation in the ill-formatted message as mandated in claim 1? Claims 15, 37, 38, 60, and 61 are rejected for similar reasons.

8. As per claim 70, Applicant teaches "at least a Web Service Description Language (WSDL) document and an XML document define one or more actions that a user can invoke and a structure of XML data required to invoke the one or more actions", but it is unclear as to what defines actions - is it the WSDL document, the XML document, or the structure of XML data? If the XML schema is defined by a combination of these elements, please disclose how or what is meant by an XML schema being a combination of such elements. Claims 71 and 72 are rejected for similar reasons.

Applicant Admitted Prior Art

9. **Note:** The MPEP, in chapter 2144.03, section C, states: "If applicant does not traverse the examiner's assertion of official notice or applicant's traverse is not adequate, the examiner should clearly indicate in the next Office action that the common knowledge or well-known in the art statement is taken to be admitted prior art because applicant either failed to traverse the examiner's assertion of official notice or that the traverse was inadequate."

10. In the present case, Official Notice was used to cover subject matter in claims 6, 11, 13, and 21, and in the reply filed by Applicant on 04/22/2009 no attempt was made

by Applicant to traverse the material covered by the Official Notice rejections; therefore, the material of claims 6, 11, 13, and 21 covered by Official Notice in the office action dated 01/22/2009 is understood to be Applicant Admitted Prior Art (AAPA).

Claim Rejections - 35 USC § 103

11. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

12. **Claims 1, 4, 5, 7-10, 14-20, 22, and 23** are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Publication 2002/0035488 to Aquila in view of U.S. Patent Application Publication 2004/0205562 to Rozek.

13. As per claim 1, Aquila teaches a method for processing insurance claims between a user system and an insurance claim processing system, comprising:

--*a computer* (see: Aquila, paragraph 69 and 74, is met by computer system)
system of the insurance claim processing system receiving an XML message from the user system (see: Aquila, paragraph 74-76, 85, and 87, is met by XML messages and requests);

--*the computer system of the insurance claim processing system assessing the received XML message using a data structure language* (see: Aquila, paragraph 74, 85, 87, 91, and 93, is met by standard XML protocols, preferred formats, and XML translating adapters),

--*performing, using the insurance claim processing system* (see: Aquila,

paragraph 99, 100, is met by access, view, add, and edit actions on claim data, and the capture of first notice of loss initial claim data), a bodily injury trauma severity calculation requested in the received XML message (see: Aquila, paragraph 74-76, 85, and 87, is met by XML messages and requests), wherein performing the bodily injury trauma severity calculation comprises determining a bodily injury trauma severity points value relative to a severity of a bodily injury, wherein the bodily injury trauma severity points value relative to the severity of the bodily injury is determined based on rules preset by a user (see: Aquila, paragraph 19-21, 173, 191, 192, 203, 204, 206, and 209-211, is met by physical injuries being associated with severity weighting that will contribute to the score that element receives), and wherein the bodily injury trauma severity calculation is performed in response to the insurance claim processing system receiving the XML message (see: Aquila, paragraph 18, 74, 76, 99, 100, 112, 131, and 291-298, is met by the user Deskview interface allowing the user to access, view, add, and edit actions on claim data, and the capture of first notice of loss initial claim data); and
--returning to the user system the bodily injury trauma severity points value determined in the bodily injury trauma severity calculation requested in the received XML message (see: Aquila, paragraph 18, 74, 76, 99, 100, and 291-298, is met by the user Deskview interface allowing the user to access, view, add, and edit actions on claim data, and the result of such actions are reflected to the user as the actions are taken; and paragraph 145, is met by the action of a claim number being transmitted to the consumer or policy holder).

Aquila teaches XML messages with XML standard protocols, preferred formats,

and XML translating adapters (see: Aquila, paragraph 74-76, 85, and 87), but fails to specifically teach certain details of XML messaging including:

--*wherein the XML message comprises information in accordance with an XML schema used by the insurance claims processing system*

--*the assessing comprising:*

--*parsing the received XML message in accordance with the XML schema used by the insurance claims processing system; and*

--*comparing a portion of the parsed XML message to an XML file that defines allowable XML data types to validate the received XML message;*

However, Rozek teaches a validation process to ensure that XML data is well formed by comparison against an XML schema definition (XSD) (see: Rozek, paragraphs 26 and 54), the assessment by Rozek includes reading and parsing the XML message to be validated, the parser identifies what criteria to use to validate the XML data, such as XML schema data (see: Rozek, paragraph 57), then the parser determines if the required elements in the XML data are present by comparing and determining if the XML data corresponds to the elements required by the XML schema data (see: Rozek, paragraphs 60-63).

It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila and Rozek. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination

were predictable.

14. As per claim 4, Aquila teaches the invention as claimed, see discussion of claim 2, and further teaches:

--further comprising returning to the user system a recommended settlement amount (see: Aquila, paragraphs 114-118, is met by estimate).

15. As per claim 5, Aquila teaches the invention as claimed, see discussion of claim 1, and further teaches:

--wherein the bodily injury trauma severity calculation is performed on a database coupled to the processing system for at least one insurance claim corresponding with the received XML message, wherein the corresponding insurance claim is identified in the received XML message (Fig. 4, and Fig. 5)(see: Aquila, title, abstract, and at least paragraphs 19, 74, 83, 85, 111, 114, 131, 139, 171, 236, 237, 263, 282, 294, 295, 355, and 356).

16. As per claim 7, Aquila teaches the invention as claimed, see discussion of claim 5, and further teaches:

--further comprising sending information about the insurance claim in the database to the user system (see: Aquila, title, abstract, and at least paragraphs 19, 74, 139, 236, 237, 263, 282, 294, 295, 355, and 356).

17. As per claim 8, Aquila teaches the invention as claimed, see discussion of claim 5, and further teaches:

--further comprising receiving information about an insurance claim to store in the database (Fig. 4, and Fig. 5)(see: Aquila, title, abstract, and at least paragraphs 19, 74,

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83, 85, 111, 114, 131, 139, 171, 236, 237, 263, 282, 294, 295, 355, and 356).

18. As per claim 9, Aquila teaches the invention as claimed, see discussion of claim 1, and further teaches:

--further comprising storing settlement information for an insurance claim (see:

Aquila, paragraphs 114-118, is met by the estimate information).

19. As per claim 10, Aquila teaches the invention as claimed, see discussion of claim 1, and further teaches:

--wherein an XML document accessible by the insurance claim processing system defines at least one of available actions, protocol to invoke an action (see:
Aquila, paragraphs 18, 74-76, 83-87, 93, 99, 100, and 291-298), and an expected structure for data received in the XML message.

20. As per claim 14, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--comparing at least one other received XML message to a predefined XML format (see: Rozek, paragraph 54, 57, 60, 62, and 63, is met by identifying particular formats for each piece of XML data for the correspondence check, the XSD schema defining constraints that limit the format), wherein the at least one other received XML message is not in the predefined XML format, and

As per the limitation:

--discarding the at least one other received XML message.

Examiner considers the situation in which the message is in a predefined XML format. Nothing is performed by the limitation.

21. As per claim 15, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--comparing at least one other received XML message to a predefined XML format (see: Rozek, paragraph 54, 57, 60, 62, and 63, is met by identifying particular formats for each piece of XML data for the correspondence check, the XSD schema defining constraints that limit the format), wherein the at least one other received XML message is not in the predefined XML format, and

As per the limitation:

--returning an error message to the user system for the at least one other received XML message.

Examiner considers the situation in which the message is in a predefined XML format. Nothing is performed by the limitation.

22. As per claim 16, Aquila teaches the invention as claimed, see discussion of claim 1, and further teaches:

--wherein the received XML message includes an insurance claim identifier and an insurance claimant identifier (Fig. 25, is met by claim number and claimant name)(see: Aquila, paragraph 145, is met by claim number; paragraph 252, is met by claim number and claimant information; and paragraph 295, is met by claim number and claimant name).

23. As per claim 17, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the bodily injury trauma severity calculation includes sending

information about an insurance claim, (Fig. 4, and Fig. 5)(see: Aquila, title, abstract, and at least paragraphs 19, 74, 83, 85, 111, 114, 131, 139, 171, 236, 237, 263, 282, 294, 295, 355, and 356) and wherein the received XML message includes an XML tag name for a requested piece of data (see: Rozek, paragraph 60).

24. As per claim 18, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the bodily injury trauma severity calcualtion comprises importing insurance claim data (Fig. 4, and Fig. 5)(see: Aquila, title, abstract, and at least paragraphs 19, 74, 83, 85, 111, 114, 131, 139, 171, 236, 237, 263, 282, 294, 295, 355, and 356) wherein the received XML message includes an XML tag name for data to be imported (see: Rozek paragraph 60).

25. As per claim 19, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

-further comprising updating settlement information for an insurance claim in the database and wherein the data in the received XML message includes a settlement date or settlement amount (see: Aquila, paragraphs 114-116, teaches a claims processing system that creates a new estimate for an insurance claim based on an audit decision which meets the limitation of updating settlement information for an insurance claim; and Aquila, paragraph 320, teaches a payment execution date which meets the settlement data).

26. As per claim 20, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--wherein the data in the received XML message includes at least one of insurance claimant information (Fig. 25, is met by claimant name)(see: Aquila, paragraph 252, is met by claimant information; and paragraph 295, is met by claimant name), *insured information, adjustments, and settlement information.*

27. As per claim 22, Aquila teaches the invention substantially as claimed, see discussion of claim 1, and further teaches:

--further comprising storing information about an insurance claim (see: Aquila, title, abstract, and at least paragraphs 19, 74, 139, 236, 237, 263, 282, 294, 295, 355, and 356) and

As per the limitation:

--wherein the information to be stored is reviewed prior to being stored in a database to determine if a demonstrable injury exists.

Aquila also teaches reviewing the claim to determine if a demonstrable injury exists (see: Aquila, paragraphs 173-210), though, this is not positively recited in the claim and does not alter or change the action of storing information about an insurance claim and is, therefore, nonfunctional descriptive material. Though the nonfunctional descriptive material is not given weight for the purposes of examination, the Examiner has cited portions of the prior art that read on the nonfunctional descriptive material in the claims. See: Ex parte Herman Mathias, Appeal No. 2005-1851, Application No. 09/612788; and Ex parte James Prescott Curry, Appeal No. 2005-0509, Application No. 09/449237.

28. As per claim 23, Aquila teaches the invention substantially as claimed, see

discussion of claim 1, and further teaches:

--further comprising retrieving information about an insurance claim (see: Aquila, title, abstract, and at least paragraphs 19, 74, 139, 236, 237, 263, 282, 294, 295, 355, and 356),

A per the limitation:

--*wherein if no XML tag name is specified in the received XML message, substantially all of the data for the insurance claim is sent to the user system.*

Examiner considers the situation in which there is an XML tag name specified.

Nothing is performed by this limitation.

29. **Claims 6, 11, 13, and 21** are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Publication 2002/0035488 to Aquila in view of U.S. Patent Application Publication 2004/0205562 to Rozek further in view of Official Notice.

30. As per claim 6, Aquila teaches the invention as claimed, see discussion of claim 5, and further teaches:

--further comprising deleting an insurance claim from the database.

The Examiner takes Official Notice that deleting an item in a database was old and well known in the art at the time the invention was made. For example, Schuler teaches deleting an entry in an insurance database (see: Schuler, column 4, lines 63-67). It is noted that even archiving insurance files would meet the limitation of deleting. It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Official Notice. The well known

elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

31. As per claim 11, Aquila teaches the invention substantially as claimed, see discussion of claim 10, but fails to specifically teach:

--wherein a binding for the XML document includes at least one of the protocol and expected structure for a received message.

Aquila teaches the XML message format (see: Aquila, paragraph 74-76, 85, and 87), but fails to teach a binding that includes a protocol or expected structure for a received message. The Examiner takes Official Notice that it would have been obvious to one of ordinary skill in the art at the time the invention was made for an XML document binding to include a protocol or expected structure for a received message that meets the limitations of claim 11. For example, Fry teaches XML data binding with protocol and expected structure (see: Fry, paragraphs 12-14). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Official Notice. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

32. As per claim 13, Aquila teaches the invention substantially as claimed, see discussion of claim 1, but fails to specifically teach:

--further comprising sending a confirmation message that the requested bodily injury trauma severity calculation was successfully performed from the insurance claim processing system to the user system.

The Examiner takes Official Notice that it was old and well known in the art at the time the invention was made to send messages confirming successfully performed actions that meets the limitations of claim 13. For example, Kail, IV, teaches sending a confirmation message that the requested action was successfully performed (see: Kail, IV, last half of paragraph 35). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Official Notice. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

33. As per claim 21, Aquila teaches the invention substantially as claimed, see discussion of claim 1, but fails to specifically teach:

--wherein data in the received message includes a diagnostic code.

Aquila teaches the XML message format (see: Aquila, paragraph 74-76, 85, and 87), but fails to teach that the message includes a diagnostic code. The Examiner takes Official Notice that it was well known to one of ordinary skill in the art at the time the invention was made for a message, even an XML message, to contain a diagnostic code that meets this limitation of claim 21. For example, Ghaffar teaches a diagnostic code (see: Ghaffar, paragraph 21). It would have been obvious to one of ordinary skill in

the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Official Notice. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

34. **Claim 70** is rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent Application Publication 2002/0035488 to Aquila in view of U.S. Patent Application Publication 2004/0205562 to Rozek further in view of U.S. Patent Application Publication 2005/0198154 to Xie.

35. As per claim 70, Aquila teaches the invention substantially as claimed, see discussion of claim 1, but fails to specifically teach:

--wherein at least a Web Service Description Language (WSDL) document and an XML document define one or more actions that a user can invoke and a structure of XML data required to invoke the one or more actions.

However, Xie teaches XML schema defined by WSDL to perform some work, application logic, or web service by invoking protocol intended for exchanging structured information (see: Xie, paragraph 2-6 and 26-29). It would have been obvious to one of ordinary skill in the art at the time the invention was made to combine the teachings of Aquila, Rozek, and Xie. The well known elements described are merely a combination of old elements, and in the combination, each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

36. **Claims 24, 27-34, 36-46, and 71**, representing the system embodiment of method claims 1, 4-11, 13-23, and 70 as rejected above, are rejected respectively in a like manner.

37. **Claims 47, 50-57, 59-69, and 72**, representing the computer readable storage medium embodiment of method claims 1, 4-11, 13-23, and 70 as rejected above, are rejected respectively in a like manner.

Response to Arguments

38. Applicant's arguments from the response filed on 09/24/2009 have been fully considered and will be addressed below in the order in which they appeared.

39. In the remarks, Applicant argues in substance that (1) the 35 U.S.C. 101 rejections should be withdrawn in view of corrective amendments.

The rejections are withdrawn.

40. In the remarks, Applicant argues in substance that (2) the 35 U.S.C. 112, second paragraph, rejection should be withdrawn in view of corrective amendments.

The rejections are withdrawn; however, new rejections had to be made based on Applicant's amendments – see above. With regard to claims 70-72, based upon Applicant's amendments, if the Examiner has correctly gleaned from the claims and specification Applicant's intent with regard to the rejection above, something approximating the following language would clear up the issue regarding indefiniteness: "wherein at least a Web Service Description Language (WSDL) document defines one or more actions that the user can invoke and an XML document defines a structure of XML data required to invoke the one or more actions". Note that the antecedent basis

issues regarding the “actions” still exist in this reworked claim language.

41. In the remarks, Applicant argues in substance that (3) 35 U.S.C. 103(a) rejections should be withdrawn in view of the amendments and because "Aquila discloses a triage sub-system that receives claim data and determines severity and priority of a claim according to business rules established by an insurance carrier. A summed score based on numeric values associated with different aspects of a claim is used to determine the severity and priority of a claim. A high summed score corresponds to a high severity claim, and a claim that receives a high summed score likely represents a complex, high damage, and high cost claim. Aquila, considered individually or in combination with the other cited art, does not appear to teach or suggest performing, using an insurance claim processing system, a bodily injury trauma severity calculation requested in a received XML message, in which performing the bodily injury trauma severity calculation includes determining a bodily injury trauma severity points value relative to a severity of a bodily injury, in which the bodily injury trauma severity points value relative to the severity of the bodily injury is determined based on rules preset by a user, and in which the bodily injury trauma severity calculation is performed in response to the insurance claim processing system receiving the XML message; and returning to a user system the bodily injury trauma severity points value determined in the bodily injury trauma severity calculation requested in the received XML message, in combination with other features of claims 1,24, and 47".

The Examiner respectfully disagrees. Applicant's arguments are not persuasive. Applicant argues that the Aquila reference provides a summed score based on numeric

values associated with different aspects of a claim to determine the severity and priority of a claim. Applicant argues that Aquila fails to teach performing a bodily injury trauma severity calculation by determining a bodily injury trauma severity points value relative to a severity of bodily injury based upon rules preset by a user. There are a number of problems involving indefiniteness with the claims. A calculation is requested, but the rules for determining the calculation are preset by a user and the relative relationship between the points value and the severity of bodily injury is unknown. Very little is taught by Applicant regarding the performance of this bodily injury trauma severity calculation. Rules preset by a user are claimed but the rules themselves are not disclosed, and given the broadest reasonable interpretation every computer performing a calculation does so based upon rules preset by a user. Applicant broadly teaches performing a bodily injury trauma severity calculation using a points-based methodology and based upon preset rules. Aquila meets these limitations as claimed by Applicant. Aquila teaches a system that scores insurance claims by applying an insurance carrier's business rules, i.e. rules preset by a user (see: Aquila, paragraph 173). One of the factors scored are the injuries involved (see: Aquila, paragraph 191). Regarding the injuries involved, they are physical injuries that may have an associated severity weighting that contribute to the score that element receives (see: Aquila, paragraph 209).

Though it was not used in the rejection above, Applicant is also directed towards a prior art reference indicated on a 10/28/2009 IDS: U.S. Patent 7,430,515 to Wolfe, which teaches trauma-induced bodily injury insurance claim processing software that

calculates trauma severity. The calculation of the estimated financial value may be based on the use of formulas to calculate a trauma severity value associated with the bodily injury insurance claims. The formulas may utilize pre-defined, custom algorithms to calculate the trauma severity value (see: Wolfe, column 1, lines 44-58; column 4, line 62 through column 5, line 6; and column 5, lines 36-47).

Conclusion

42. Any inquiry concerning this communication or earlier communications from the examiner should be directed to ROBERT SOREY whose telephone number is (571)270-3606. The examiner can normally be reached on Monday through Friday, 8:30AM to 5:00PM (EST).

43. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Christopher Gilligan can be reached on (571)272-6770. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

44. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information

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system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/R. S./
Examiner, Art Unit 3626
17 November 2009

/Robert Morgan/
Primary Examiner, Art Unit 3626